

**ATTACHMENT A: ADDENDA TO GSA SOLICITATION GS-00V-08-PD-0102**

This attachment contains addenda applicable to the subject solicitation. The addenda are organized by the FAR provision or clause that they modify. Accordingly, the following provisions and clauses are hereby altered as follows:

**PART 1: ADDENDUM TO FAR 52.212-1: Instructions to Offerors—Commercial Items**

**A).** The period for acceptance of offers (52.212-1(c)) is changed from 30 days to 60 days.

**B).** The following provision applies to the establishment of a competitive range by the Government:

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

**C).** Offerors shall prepare technical and business proposals in accordance with Attachment B (Proposal Instructions) to this combined synopsis/solicitation.

**D).** Offerors are hereby notified that contractor personnel, of concerns whose lines of business does not extend to the services called for by this requirement, will assist in the evaluation of the technical and/or pricing proposals received in response to this solicitation.

**E).** Offerors are hereby notified that they should not submit multiple offers in response to this solicitation.

**F).** Offerors are hereby notified that facsimile and electronic offers will not be accepted.

**PART 2: ADDENDUM TO FAR 52.212-2: Evaluation—Commercial Items**

**A).** This provision is revised to read as follows:

(1) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers. Factors are listed in descending order of importance.

1. Corporate Experience (Sub-factors are listed in descending order of importance)

- A. Sample TV, Radio, and print ads
- B. Corporate experience

2. Proposed Approach (Sub-factor A is worth more than sub-factors B and C, which are equal in weight)

- A. Work plan
- B. Sample creative
- C. Key personnel and organization

3. Past performance

4. Price

All non-price factors, when combined, will be significantly more important than price. The contracting officer will determine whether the difference in quality is worth the difference in price. In calculating the evaluated price, the evaluated price of IDIQ CLIN's will be based off of the minimum quantities stated in the pricing table (Attachment D).

(2) Options. The Government will evaluate offerors for award purposes by adding the total price of all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercises the options.

(3) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**B).** Each of the evaluation factors is described in more detail below:

**(1). Corporate Experience**

(A). Sample TV, Radio, Print and Web Banner Ads: This sub-factor will evaluate the technical, creative, and professional quality of prior ads developed by the offeror.

(B). Corporate experience: This sub-factor will evaluate the offeror's experience with English and Spanish national public service announcements and/or commercial campaigns. In order to be considered acceptable, an offeror (inclusive of utilization of any subcontractors) must have produced, over the last five years, at least:

- Three national TV commercials or public service announcement campaigns in English, AND
- Three national TV commercials or public service announcement campaigns in Spanish.

## **(2). Proposed Approach**

(A). Work plan: This sub-factor will evaluate the offeror's understanding of the requirement and overall plan for presenting a solution to the technical problem, including the reasonableness and practicability of the proposed schedule.

(B). Sample creative: This sub-factor will further evaluate the offeror's understanding of the requirement, in addition to the creative capability of the offeror.

(C) Key personnel and organization: This sub-factor will evaluate the education and relevant experience of the following proposed contractor personnel:

- Senior agency manager
- Account executive
- Creative director
- Broadcast producer
- Print producer
- Copywriter
- Art director

In order to be considered acceptable, all offeror proposed key personnel must have, within the past five years, worked on substantially at least four successful English or Spanish commercial or public service announcement campaigns. This factor will also consider how well the organizational division of the offeror, as well as proposed use of any subcontractors, will contributed to the technical solution.

## **(3). Past Performance**

This sub-factor will consider how well the offeror has met the expectations of prior clients performing the same, similar, or other relevant work, as follows:

- i. Based on the information provided by offerors in the past performance report, reports in government databases, consumer protection organizations, and others who may have useful and relevant information about the offeror, the Government will assess how well each offeror has performed on prior projects that are of similar scope or otherwise relevant to this acquisition. The Government reserves the right to ask for past performance references for work other than what is stated in the past

performance report, including the right to seek information on contracts under the dollar reporting threshold stated in Section L.

ii. In evaluating past performance for each offeror, the Government will consider the following factors:

-Quality: To what extent has the offeror performed technical contract requirements successfully?

-Cost Control: To what extent has the offeror performed contract requirements without incurring cost overruns?

-Timeliness of Performance: To what extent has the offeror been able to complete contract requirements on schedule?

-Problem Resolution: To what extent has the contractor managed problems during contract performance?

-Business Relations: How effectively has the contractor managed its resources, such as human capital, technology, and subcontractors?

-Customer Service: To what extent has the contractor been responsive to reasonable Government requests and managed their business relationship with the Government?

iii. Evaluation of past performance may be quite subjective, based on consideration of all relevant facts and circumstances. It will include consideration of the offeror's commitment to customer satisfaction and will include conclusions of informed judgment. The Government reserves the right to not obtain past performance reports from every reference provided from the offeror.

iv. An offeror will be given an opportunity to discuss adverse past performance information, if the offeror has not had a previous opportunity to comment on the information. The contracting officer may review recent contracts to ensure that corrective measures raised in discussions have been implemented. Prompt corrective action in an isolated instance might not outweigh an overall negative trend.

v. If no relevant past performance information is available for an offeror, the offeror will not be evaluated favorably or unfavorably. The same will hold true if insufficient past performance information is available to make a judgment.

**(4). Price**

The Government will evaluate the proposed firm-fixed-price for each offeror, inclusive of all option periods, using price analysis. The Government will also conduct price realism to ensure that the proposed prices reflect a clear understanding of the work and skills required for contract performance. Price realism will be evaluated on a pass/fail basis.

**PART 3: ADDENDUM TO FAR 52.212-4: Contract Terms and Conditions—Commercial Items**

The following FAR clauses shall be incorporated into the contract resulting from this solicitation:

**(A). FAR Clauses incorporated in full-text**

**52.216-18 ORDERING (OCT 1995)**

a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the last day of the period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**52.216-22 INDEFINITE QUANTITY (OCT 1995)**

a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the period of performance.

52.217-8      OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

52.217-9      OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: [www.arnet.gov/far](http://www.arnet.gov/far) for FAR clauses or at [www.arnet.gov/gsam](http://www.arnet.gov/gsam) for GSAM clauses.

(B) GSAM clauses incorporated in full-text

552.212.-71      CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA  
ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Clause Number	Clause Name	Provision (P) or Clause (C)
552.237-70	Qualifications of Offerors (May 1989)	P
552.203-71	Restriction on Advertising (Sep 1999)	C
552.215-70	Examinations of Records by GSA (Feb 1996)	C
552.232-23	Assignment of Claims (Sep 1999)	C
552.232-73	Availability of Funds (Sep 1999)	C
552.232-78	Payment Information (Jul 2000)	C
552.237-71	Qualifications of Employees (May 1989)	C

(C) Additional contract requirements in full-text

### **SCOPE OF WORK**

The Contractor shall furnish all personnel, materials, services, and facilities necessary to create and distribute a TV, radio, print, and web banner public service announcement campaign in both English and Spanish, as set forth in the Statement of Work, Attachment C to this RFP. This shall also be done in accordance with all specified terms and conditions in this contract and any documents incorporated into this contract by reference.

### **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

The Contracting Officer will appoint a Contracting Officer's Technical Representative (COTR) to ensure orderly performance of this contract. Appointment of the COTR will be made in writing upon contract award. A copy of the appointment letter will be provided to the Contractor.

The COTR is authorized to be the technical point of contact under this contract; however, the Contractor shall direct all inquiries of either a technical or a non-technical nature through the TO/CO.

The types of actions within the purview of the COTR's authority include:

- Ensuring that the Contractor performs the technical requirements of the contract;
- Conducting or causing to be conducted inspections necessary in connection with performance of the contract;
- Monitoring the Contractor's performance under the contract, and notifying the Contractor and TO/CO of any deficiencies observed;
- Coordinating Government-furnished property availability (if required); and
- Providing for site entry of Contractor personnel if required.

The COTR may provide technical direction and general performance-related guidance to the Contractor. As used herein, "technical direction" means direction to the Contractor that fills in details, suggests possible lines of inquiry, or otherwise completes the general scope of the work. "Technical direction" must be within the terms of this contract; shall not change or modify the contract/task order in any way.

The COTR will provide no supervisory or instructional assistance to Contractor personnel. The COTR's responsibility is to provide Contractor access to working data, and to clarify technical requirements as necessary to ensure useful expenditure of Contractor effort. The COTR is not empowered to make any commitments or changes which affect the contract/task order price, other terms and conditions, or delivery provisions. Any such proposed changes must be brought to the immediate attention of the Contracting Officer for action. The acceptance of any changes by the Contractor without the specific approval and written consent of the Contracting Officer shall be at the Contractor's risk.

If in the Contractor's opinion, the COTR requests or indicates an expectation of effort which would justify or require an equitable adjustment to the contract/task order, the Contractor shall promptly notify the Contracting Officer in writing; however the Contractor shall take no other action on that request or effort until the Contracting Officer has issued a change or otherwise resolved the issue.

The COTR for the contract is:

Ms. Nancy Tyler  
General Services Administration  
Office of Citizen Services and Communications  
Federal Citizens Information Center  
1800 F Street, NW  
Room G142  
Washington, DC 20405

Phone: (202) 501-1794  
E-Mail: [nancy.tyler@gsa.gov](mailto:nancy.tyler@gsa.gov)

## **KEY PERSONNEL**

The Contractor shall provide the following key personnel:

The Contractor shall use all commercially reasonable efforts to ensure the continued availability of key personnel assigned to this contract. In the event that any of the key personnel are no longer available to support this contract, the Contractor shall propose a substitute of at least similar qualifications to the Contracting Officer's Technical Representative (COTR). The Contractor shall not make any key personnel substitutions until the COTR has approved the change in writing.



## **TRAVEL**

The Contractor shall not incur travel costs to be charged against CLINs [TBD] without first obtaining the approval of the COTR in writing. The Contractor shall not be reimbursed for the cost of travel to locations less than 50 miles from the Contractor's primary facility out of the travel CLIN's. The Contractor shall not be reimbursed for any travel costs incurred in excess of the GSA per diem rates in effect at the time the costs were incurred. The most current per diem information may be found on-line at [www.gsa.gov](http://www.gsa.gov).